IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:) Bankruptcy Case No: 16-06333-W
) Chapter 13
Mary Catherine Swetnam	,)
)
)
Debtor.)
)

NOTICE OF MOTION AND OPPORTUNITY FOR HEARING

TO: DEBTOR(S), DEBTOR(S)' COUNSEL, TRUSTEE AND CO-DEBTOR NAMED BELOW:

PLEASE TAKE NOTICE THAT the creditor noted below has moved for a modification of the U.S.C. §1301 stay against the co-debtor (who has not filed for relief under the Bankruptcy Code) named below. A copy of the motion and Proposed order granting relief from the co-debtor stay accompanies this notice.

TAKE FURTHER NOTICE that any response, return and/or objection to the motion, should be filed with the Clerk of the Bankruptcy Court within fourteen (14)days from the date of service of this motion and a copy simultaneously served on all parties in interest.

TAKE FURTHER NOTICE that no hearing will be held on this motion unless a response, return and/or objection is timely filed and served, in which case, the Court will conduct a hearing on March 29, 2017, at 11:00 A.M. at 145 King Street, Room 225, Charleston, S.C. No further notice of this hearing will be given.

Co-debtor: Peter J. Violette

Address of Court:

United States Bankruptcy Court

1100 Laurel Street

Columbia, SC 29201

Lawrence W. Johnson, Jr.

Johnson Law Firm, P.A. 1728 Main Street, Suite 221

P.O. Box 883

Columbia, South Carolina 29202

(803) 771-1500

Attorney for Ally Bank

February 28, 2017 Date of Issuance

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	Bankruptcy Case No: 16-06333-W
Mary Catherine Swetnam,)	Chapter 13
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Debtor.)	
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MOTION ON BEHALF OF ALLY BANK TO MODIFY CODEBTOR STAY

Ally Servicing LLC a/s/a for Ally Bank ("Ally"), a party in interest, respectfully represents:

- The Bankruptcy Court has jurisdiction over this proceeding pursuant to Local Rule 29-01 of the United States District Court for the District of South Carolina, and 28 U.S.C. Section 157.
- 2. Debtor filed for relief under Chapter 13 of the United States Bankruptcy Code on December 15, 2016. James M. Wyman was appointed Trustee.
- 3. Ally is the holder of a co-made claim against the Debtor and co-debtor, Peter J. Violette, in the amount of \$41,128.31 as of this filing, plus interest, costs and attorney's fees. A Copy of the Retail Instalment Contract is attached hereto and incorporated herein by reference as an Exhibit.
- 4. The Plan does not provide for the full payment of said claim and there is no provision for pursuit of the codebtor pursuant to 11 U.S.C. Section 1301(c)(2).
- 5. If Ally is not permitted to pursue the codebtor pursuant to its contract, it will suffer irreparable injury.

6. Should this Court fail to grant Ally's request for relief from the codebtor stay, Ally requests that this Court require the Debtor and codebtor to provide Ally with adequate protection.

WHEREFORE, Ally prays for entry of an order for relief against the Debtor and codebtor under Section 1301(c)(2) or for adequate protection under Section 363(e) of the United States Bankruptcy Code, and for such other and further relief as this Court deems just.

JOHNSON LAW FIRM, P.A.

Lawrence W. Johnson, Jr.

District Court ID 2200 Post Office Box 883

Columbia South Carolina 29202

(803) 771-1500

Attorney for Ally Bank

Columbia, South Carolina

February 28, 2017.

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- amounts due up to the date of your payment.

 2. YOUR OTHER PROMISES TO US

 a. If the vehicle is durnaged, destroyed, or missing,
 You agree to pay us all you owe under this contract
 even if the vehicle, to duraged, restroyed, or missing.

 b. Using the vehicle. You agree not to remove the
 vehicle from the US or Clandad, or to self, rent, lease,
 or transfer any interest in the vehicle or this contract
 without our written permission. You agree not to
 expose the vehicle to misuse, seizure, confiscation, or
 involuntary transfer, if we go any regart bills, strage
 bills, taxes, fines, or charges on the vehicle, you agree
 to repay the amount when we ask for it.

 Security Interest.

- Security Interest:

 **The vehicle and all parts or goods put on it;

 **All money or goods received (proceeds) for the

vertices.

• All insurance, maintenance service, or other contracts we linance for your, and

• All proceeds from insurance, maintenance, service, or other contracts we finance for your. The includes any refunds of premiums or charges from the contracts.

This sectires payment of all you owe on this contract you will make sure the title shows our security intenset (lent) in the whiche the will not allow any other security intenset to be placed on the title which or own written permission.

For any other permission, the permission of the process of or damage to the vehicle for the term of this contract. The insurance must cover our interest.

of this contract. The insurance must cover our interest in the whitele. If you do not have this insurance, we may, if we choose, buy physical damage insurance, if we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our when section to only physical behavior included, we misself and our interest in the weblice, or buy inscrinance that cover only our interest in the weblice, or buy insurance that cover only our interest. If we buy either type of insurance, we will be the yellow the charge you must be applied to the property of the first part of the charge you must be applied to the Annual Percentage Raths shown on the front of this contract or, at our option, the highest rate the day permits if the vehicle is bust or damaged, you agree that we may use any insurance settlement to reduce what you over or popt first vehicle.

What huppens to reduce d insurance, maintenance, service, or other contract charges, K wo obtain a refund of insurance, maintenance, service, or other contract charges, so ou agree that we may subtract the refund from what you owe.

- 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a lete payment or site charge does not excuse your late payment or mean that you may keep making late payments.

- Page 5 of 6

 If you pay tale, we may also take the steps described below.

 b. You may have to pay all you owe at once. If you break your promises (tectual), we may demand that you pay oil you owe on this contract at once. Default means.

 - you do not pay any payment on time;
 You give false, incomplete, or misleading into mation on a credit application;

- You give false incompletes or relateding into mation on a credit application.
 You start a proceeding in bankhuptory or one is started against you or your property; or You break any agreements in this contract.
 The amount you will knew will be the urped part of the Amount France Charge, any late charges, and any amounts be because you defauled.
 You may have to pay collection costs. If we hire an amoney to cofect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs the law permits.
 We may take the vehicle from you, if you defauled, we may take (repossess) the vehicle from you, if we do so peacefully and the law allowing law in the work of the device for find the vehicle. If your vehicle has an electronic tracking device, you agree that we may take the device for find the vehicle. If your vehicle, has an electronic tracking device, you agree that we may use the device for find the vehicle. If you previous in the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the value on a vehicle back if we take it. If we repossess the vehicle, you may pay to get it back freedem), we will tely you have not well the vehicle. We will sell the vehicle the touch on the thick.
- received the vehicle, you may pay to get it hack received, we will set by a now much to pay to redeem, we will set by a now much to pay to redeem. We will set by a now much to pay to redeem with the many the set of the control of the pay to redeem with the set of the pay to redeem with set the pay to the pay to onto redeem with will set the vehicle. We will spot the money from the sate, less allowed septemes, to the amount you owe. Allowed expenses, are septemes we pay as a direct recuit of baking the vehicle, holding, it, precaring it for sate, and colling it. Allomey lose and court costs the law permits are also allowed expenses. If any money to the permits are also allowed expenses. If any money is left (surphus), we will pay it to you unless the law requires us to pay it to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you intenss at a rate not exceeding the highest swhill rate unit you pay it will you may be contained by the pay the rest to us. If you do not got the contained, the we demand that you pay all you owe at once or exceeding the highest dayful rate unity on pay the contained when we demand that you pay all you owe at once or expenses the vehicle, you agree has we may claim benefits under these conflicts and cancel them to obtain refunds of unearmed charges to relate them to obtain refunds of unearmed charges to relate them to obtain refunds of unearmed charges to relate them to obtain refunds of unearmed charges to relate them to obtain refunds of unearmed charges to relate them to obtain refunds of unearmed charges to relate the set to unit the set of the vehicle.

WARRANTIES SELLER DISCLAIMS

WARNANTIES SELLER DISCLAIMS Unless the Seller makes a written warrenty, or enters into a service contract within 90 days from the date of this contract, the Seller makes on ownermitee, express or implied, on the validica, and there, will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vahicle that the yelicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract, information on the window form overrides any contrary provisions in the pontract of sale.
 - contrary provisions in the contract of sale, Spanish Translation: Guis pare compradores de vehiculos usados. La información que ve en el formulario de la ventanilla para este vehiculo forme parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda diaposición en contrario contenida en el contrato de

SERVICING AND COLLECTION CONTACTS
You agree that we may try to contact you in writing, by
e-mad or using percecorded-artificial voice in messages, send
messages, and automatic teleptrone disling systems, as
messages, and automatic teleptrone disling systems, as
the law allows. You also agree that we may try to contact
you in these and other ways at any address or religitore;
number you provide use, even if I her belighnone number is a
cell phone number or the contact results in a change to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THIS DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITHTHE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or detenses the Buyer (fabbor) may have against the Seller, or against the manufacturer of the whole or equipment obtained under his contract, unless the law allows.

- ABBITRATION PROVISION
 PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS

 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.
- 1. EITHER FLOU MAY MAY CHOUSE TO PAYE ART LOOF OF BETTIELD A BEAUTIFY THAT.

 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR GLASS MEMBER ON ARY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR NAY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION APE GENERALLY MORE LIMITED THAN IN A LAWBUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
Any claim of debule, whether it contract, for studied or otherwise (rocture) are interpretation and soope of lins Arbitration Provision, and the arbitratibility of the claim or dispute), between you end us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any result in presents on a relationship discussion, and by a country arbitration, this Arbitration Provision shall not apply to such claim or dispute that a claim or dispute is not subject to pricing arbitration, this Arbitration Provision shall not apply to such claim or dispute as to be arbitrated by a single etheriator on an individual bases and not as a class scion. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 wywy.add.org), or any other organization to conduct the arbitration subject to our agenced the American Arbitration Association, 1633 Broadway, get a copy of the rules of an arbitration organization by conflicting the organization or visiting its website.

get a copy of the rules of an arbitration organization by controlling the organization or visiting its wideble.

Arbitrations shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrature shall apply governing substantine have and the applicable statute of almaterians. The arbitration retired shall be arbitrated in the located at shall apply governing substantine have a second or several shall be arbitrated in the located of shrick where this control was executed. We will pay your flarg, shrinning arbitration retired and your arbitration and your arbitration and your arbitration arbitration arbitration arbitration and your arbitration arbitration arbitration arbitration arbitration arbitration arbitration and the arbitration of the arbitration if the arbitration first that shall be responsible for its own attorney, expert and other hase, unless awarded by the arbitration arbit

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

IN RE:)	Bankruptcy Case No: 16-06333/JW
)	Chapter 13
Mary Catherine Swetnam)	
)	
)	
DEBTORS.)	
)	

CERTIFICATE OF SERVICE

This is to certify that I, Sharal Bateman, of the Johnson Law Firm, P.A., am this day serving on the persons named below the Notice of Motion Seeking 11 U.S.C. Section 1301(c)(2) Relief and Motion to Modify Codebtor Stay on behalf of Ally Bank, postage pre-paid, in envelopes addressed as follows:

Michael Glen Matthews, Esquire 2015 Boundary St., Suite 319 Beaufort, SC 29902

James M. Wyman (via ECF) Chapter 13 Trustee PO Box 997 Mt. Pleasant, SC 29465

Mary Catherine Swetnam 6 Pond View Court Bluffton, SC 29910

Peter J. Violette 6 Pond View Court Bluffton, SC 29910

Sharal Bateman

February 28, 2017